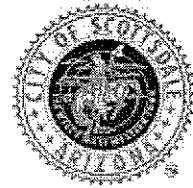




SCOTTSDALE AIRPORT ADVISORY COMMISSION PUBLIC MEETING

Wednesday, September 14, 2005 following the
5:00 p.m. City Council Subcommittee Joint Meeting
Airport Terminal Building Lobby
15000 N. Airport Drive, Scottsdale, AZ



Airport Advisory Commission

Leonard Tinnan, Chairman

Bill Mack, Vice Chairman
Tom Guilfooy
Fred Madanick

Don Maxwell
Mike Osborne

Notice is hereby given to the members of the Scottsdale Airport Advisory Commission and to the general public that the Scottsdale Airport Advisory Commission will hold a regular meeting open to the public on Wednesday, September 14, 2005, immediately following the 5:00 p.m. Scottsdale City Council Subcommittee on Regional Aviation Issues meeting and Airport Advisory Commission joint meeting. The meeting will be held in the Airport Terminal Building at 15000 N. Airport Drive. The Airport Advisory Commission may vote to go into Executive Session, which will not be open to the public for purposes of obtaining legal advice from the City's Attorney on any of the agenda items listed below pursuant to A.R.S. Sec. 38-431.03(A)(3)*.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the City Clerk's Office at (480) 312-2421. Requests should be made as early as possible to allow time to arrange accommodation.

How the Agenda Works: The Airport Advisory Commission takes a separate action on each item on the Agenda. If you wish to address the Commission regarding any or all of the items on the Agenda, please complete a Comment Card for each topic you wish to address and submit it to the Aviation Staff. You will be given at least three minutes to speak per item. Comment cards must be submitted before public testimony has begun on any agenda item.

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

The Public Comment time is reserved for citizen comments regarding non-agenda items, therefore, no official Airport Advisory Commission action or discussion can be taken.

MINUTES

1. **Action**
Approval of the Minutes of the Airport Advisory Commission Subcommittee on Signage Meeting of June 7, 2005
2. **Action**
Approval of the Minutes of the Airport Advisory Commission Meeting of August 10, 2005

AERONAUTICAL BUSINESS PERMIT(S)

3. **Action**
Ratification of Airport Aeronautical Business Permit for Jets Unlimited, L.L.C. to provide Aircraft Management and Aircraft Sales Services at Scottsdale Airport

4. **Information**
Aeronautical Business Permit Additions, Cancellations, or Revocations

GENERAL BUSINESS

5. **Action**
Consider Proposed Airport Rule and Regulation, Section 5-4, Changes Related to Aircraft Fueling Locations
6. **Action**
Recommend Authorization of Bid award 06PB016, (Airport Terminal Improvements) to Rampart General, LLC. the lowest responsive bidder in the amount of \$ 346,305.23.
7. **Action**
Recommend renewal of the Airport Engineering Services Contract No. 2003-161-COS to Gilbertson Associates, Inc.
8. **Information**
Review and Discussion of Airport Noise Complaint System Process

OPERATIONS/ENFORCEMENT UPDATE

9. **Information**
Airport Operations Enforcement Update for August 2005

MEETING SCHEDULE

10. **Action**
Review/Modify 2005 Meeting Schedule

PUBLIC COMMENT

The Public Comment time is reserved for citizen comments regarding non-agenda items, therefore, no official Airport Advisory Commission action or discussion can be taken.

DIRECTOR'S REPORT

ITEMS FROM THE COMMISSION

ADJOURNMENT



COMMISSION ACTION REPORT

TO: Airport Advisory Commission

FROM: Airport Staff

SUBJECT/PROJECT NAME: Approval of Minutes of
the Subcommittee on Signage Meeting of June 7, 2005

Agenda Item No.: /

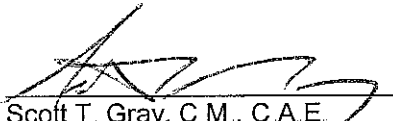
Meeting Date: 09/14/05

Staff Contact: Scott Gray

Phone: (480) 312-7735

ACTION

Review and approval of the Minutes of the Airport Advisory Commission Subcommittee on Signage meeting of June 7, 2005.



Scott T. Gray, C M., C A E
Aviation Director

Attachment: (1) Draft Minutes of the June 7, 2005 Meeting

Action
Taken

**SCOTTSDALE AIRPORT ADVISORY COMMISSION
SUBCOMMITTEE ON SIGNAGE
PUBLIC MEETING
AIRPORT TERMINAL BUILDING LOBBY
15000 N. AIRPORT DRIVE
SCOTTSDALE, AZ**

JUNE 7, 2005

MINUTES

PRESENT: Phil Vickers, Subcommittee Chairman
Bill Mack

ABSENT: Fred Madanick

CALL TO ORDER

Chairman Vickers called the meeting to order at 2:25 p.m.

ROLL CALL

Roll call confirmed members present as stated above.

GENERAL BUSINESS

Chairman Vickers explained that the subcommittee was established by the Airport Advisory Commission for the purpose of examining the issue of whether or not it would be in the best interest of the City of Scottsdale to create noise warning signage in an attempt to further reduce noise complaints associated with aviation noise.

Chairman Vickers further explained the objectives of the Airport Advisory Commission in relation to noise complaints, identification of areas with large volumes of noise complaints, and placement of aircraft noise warning signs.

Chairman Vickers reported that the subcommittee discussed the issues at length and came to the unanimous conclusion that it was in the best interest of the City of Scottsdale to adopt a noise warning signage program and to strategically work with the Transportation Department, the Planning Department and the Development Department to develop strategic points for implementing the program. He further noted that the objective of the program would be to deter any individual who might be noise sensitive to aviation, from locating in a noise sensitive area.

Mary O'Connor, Transportation Department, addressed the Subcommittee. She cautioned against the use of standard colors or symbols ensuring clarity that this is informational signage, not regulatory signage. She also requested that the Transportation Department be involved in the review of locations before actual placement of any signage. A discussion regarding colors and design ensued.

Chairman Vickers noted that the Subcommittee concluded that the sign be simple and read "Aircraft Noise Area" with a simple airplane sign included.

Connie Padian, Development Services Department, informed the Subcommittee that the City does not require sign permits and the sign ordinance does not regulate the public sector

Rob Millar, Citizens Neighborhood Resources Department, addressed the Subcommittee suggesting outreach to neighborhoods and HOA's, in an effort to obtain their input on signage and locations. A brief discussion of the subject ensued

Commissioner Mack reported that a response from the FAA on the signage approval request, is still pending.

MEETING SCHEDULE

Chairman Vickers indicated that the Subcommittee would meet on an as needed basis.

PUBLIC COMMENT

None

ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 2:48 p.m.

Respectfully submitted,
A-V Tronics, Inc.



COMMISSION ACTION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Approval of Minutes

Agenda Item No : 2

Meeting Date: 09/14/05

Staff Contact: Scott Gray

Phone: (480) 312-7735

ACTION

Review and approval of the Minutes of the Airport Advisory Commission Meeting of August 10, 2005.



Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachment: (1) Draft Minutes of the August 10, 2005 Meeting

Action
Taken

**SCOTTSDALE AIRPORT
ADVISORY COMMISSION
PUBLIC MEETING
AIRPORT TERMINAL BUILDING LOBBY
15000 N. AIRPORT DRIVE
SCOTTSDALE, AZ**

AUGUST 10, 2005

MINUTES

PRESENT: Commissioner Donald Maxwell, Acting Chair
Commissioner Tom Guilfooy
Commissioner Fred Madanick
Commissioner Mike Osborne
Commissioner Philip Vickers

ABSENT: Bill Mack, Vice Chairman
Leonard Tinnan, Chairman

STAFF: Scott Gray, Aviation Director
Matt Johnson, Administration Specialist
Jennifer Lewis, Aviation Planner
Gary Mascaro, Assistant Aviation Director
Chris Read, Assistant Aviation Director

CALL TO ORDER

Commissioner Maxwell as acting Chairman called the meeting to order at 6:02 p.m.

ROLL CALL

Roll call confirmed members present as stated above

PUBLIC COMMENT

None

MINUTES

Commissioner Madanick moved to approve the minutes of the June 8, 2005 meeting. Commissioner Osborne seconded the motion. The motion carried unanimously with a vote of five (5) to zero (0).

Commissioner Madanick moved to approve the minutes of the June 29, 2005 special meeting. Commissioner Osborne seconded the motion. The motion carried unanimously with a vote of five (5) to zero (0).

AERONAUTICAL BUSINESS PERMITS

Commissioner Osborne moved to approve the ratification of Airport Aeronautical Business Permit for Just Great Food to provide off-airport catering services. The motion was seconded by Commissioner Madanick. The motion carried unanimously with a vote of five (5) to zero (0).

Commissioner Guilfooy moved to approve the ratification of Airport Aeronautical Business Permit for Great Western Air, L.L.C., to provide aircraft charter services. Commissioner Madanick seconded the motion, which carried unanimously with a vote of five (5) to zero (0).

Commissioner Madanick moved to approve the ratification of Airport Aeronautical Business Permit for West Jet Aircraft, L.L.C., to provide aircraft charter, management and sales services. Commissioner Vickers seconded the motion, which carried unanimously with a vote of five (5) to zero (0).

Mr. Johnson presented the list of aeronautical business permit additions, cancellations, or revocations.

GENERAL BUSINESS

Mr. Gray stated that the City Attorney's office would present a review of the Open Meeting Law at the Commission's October meeting.

Mr. Mascaro presented the proposal for recommendation to City Council to adopt Resolution No. 6714 Authorizing IGA No. 2005-140-COS with the Federal Aviation Administration, and Authorizing IGA No. 2005-141-COS with the Arizona Department of Transportation - Aeronautics Division for the Northwest Perimeter Blast Wall Project, Common Miscellaneous Design for Future Projects, and Portable Noise Monitors. He stressed that accepting the grant did not entail accepting the purchase of the noise monitors. A discussion ensued. Commissioner Maxwell noted that if the grant was accepted, it should be clear that the Commission was to be consulted before noise monitors were purchased.

Commissioner Guilfooy made a motion to approve the recommendation to City Council to adopt Resolution No. 6714 Authorizing IGA No. 2005-140-COS with the Federal Aviation Administration, and Authorizing IGA No. 2005-141-COS with the Arizona Department of Transportation - Aeronautics Division for the Northwest Perimeter Blast Wall Project, Common Miscellaneous Design for Future Projects, and Portable Noise Monitors. Should it be decided to purchase the noise monitors, this would have to come before the Commission prior to purchase. The motion was seconded by Commissioner Osborne and carried unanimously with a vote of five (5) to zero (0).

Mr. Mascaro presented the case for authorizing Bid Award No. 06PB003 (Scottsdale Airport Northwest Perimeter Blast Wall) to AJ Roberts Industrial, Inc., the successful responsive bidder, in the amount of \$247,646.

Commissioner Osborne made a motion to authorize Bid Award No. 06PB003 (Scottsdale Airport Northwest Perimeter Blast Wall) to AJ Roberts Industrial, Inc., in the amount of \$247,646. The motion was seconded by Commissioner Madanick and carried unanimously with a vote of five (5) to zero (0).

Mr. Mascaro presented the case for authorizing Bid Award No. 05PB178 (Security Fence Improvements) to Phoenix Fence Company, the successful responsive bidder, in the amount of \$34,300.40.

Commissioner Madanick made a motion to authorize Bid Award No. 05PB178 (Security Fence Improvements) to Phoenix Fence Company, in the amount of \$34,300.40. The motion was seconded by Commissioner Guilfooy and carried unanimously with a vote of five (5) to zero (0).

Mr. Mascaro presented the case for approval of proposed Airport rule and regulation changes, Sections 4-1 and 4-2, related to driver/vehicle requirements.

Commissioner Osborne made a motion to approve the proposed Airport rule and regulation changes, Sections 4-1 and 4-2, related to driver/vehicle requirements. The motion was seconded by Commissioner Madanick and carried unanimously with a vote of five (5) to zero (0).

Mr. Mascaro presented the case for consideration of proposed Airport rule and regulation changes, Section 5-4, related to aircraft fueling locations. This will be brought back to the Commission as an action item at a future meeting.

OPERATIONS/ENFORCEMENT UPDATE

Mr. Mascaro presented the reports for June and July.

MEETING SCHEDULE

Mr. Gray noted that the September meeting of the Commission will be called as a joint meeting.

PUBLIC COMMENT

None

DIRECTOR'S REPORT

Mr. Gray had no items to report. At the Director's invitation, Ms. Lewis addressed the Commission on the planned Airport Community Open House event planned for Saturday, October 22, 2005 from 8:00 a.m. - 4:00 p.m. Mr. Gray said that the goal was to do outreach and invite community members to learn about the airport and its activities. It is not intended to be an air show. A discussion ensued.

ITEMS FROM THE COMMISSION

Commissioner Vickers noted that this was his last meeting, and expressed that he had enjoyed his time on the Commission. On behalf of the Commission, Commissioner Maxwell thanked him for his years of service.

Commissioner Osborne asked Ms. Lewis about noise complaints from the visit of Marine Harrier Jets.

ADJOURNMENT

With no further business to discuss, the regular meeting of the Scottsdale Airport Advisory Commission was adjourned at 6:54 p.m.

Respectfully submitted,
A-V Tronics, Inc.

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Ratification of Airport
Aeronautical Business Permit for Jets Unlimited, L.L.C.**Agenda Item No.:** 3**Meeting Date:** 09/14/05**Staff Contact:** Matt Johnson**Phone:** (480) 312-8475**ACTION**

Ratification of Airport Aeronautical Business Permit for Jets Unlimited, L.L.C. to provide aircraft management and aircraft sales services at Scottsdale Airport.

PURPOSE

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted on the airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. Jets Unlimited, L.L.C. has requested an Airport Aeronautical Business Permit to conduct aircraft management and aircraft sales services at Scottsdale Airport.

APPLICANT(S)

Mr. Charlie Luse, Chief Operating Officer
Jets Unlimited, L.L.C.
15290 N. 78th Way, Suite D-204
Scottsdale, AZ 85260
(480) 483-3101

KEY CONSIDERATIONS

- Jets Unlimited, L.L.C. has provided the appropriate documentation as required in the Airport Minimum Operating Standards.
- Insurance requirements have been met, naming City of Scottsdale as additional insured.
- This action is not anticipated to result in additional tiedown area demand.
- The associated permit fees are anticipated to generate approximately \$1,800 in annual revenue to the Aviation Enterprise Fund.

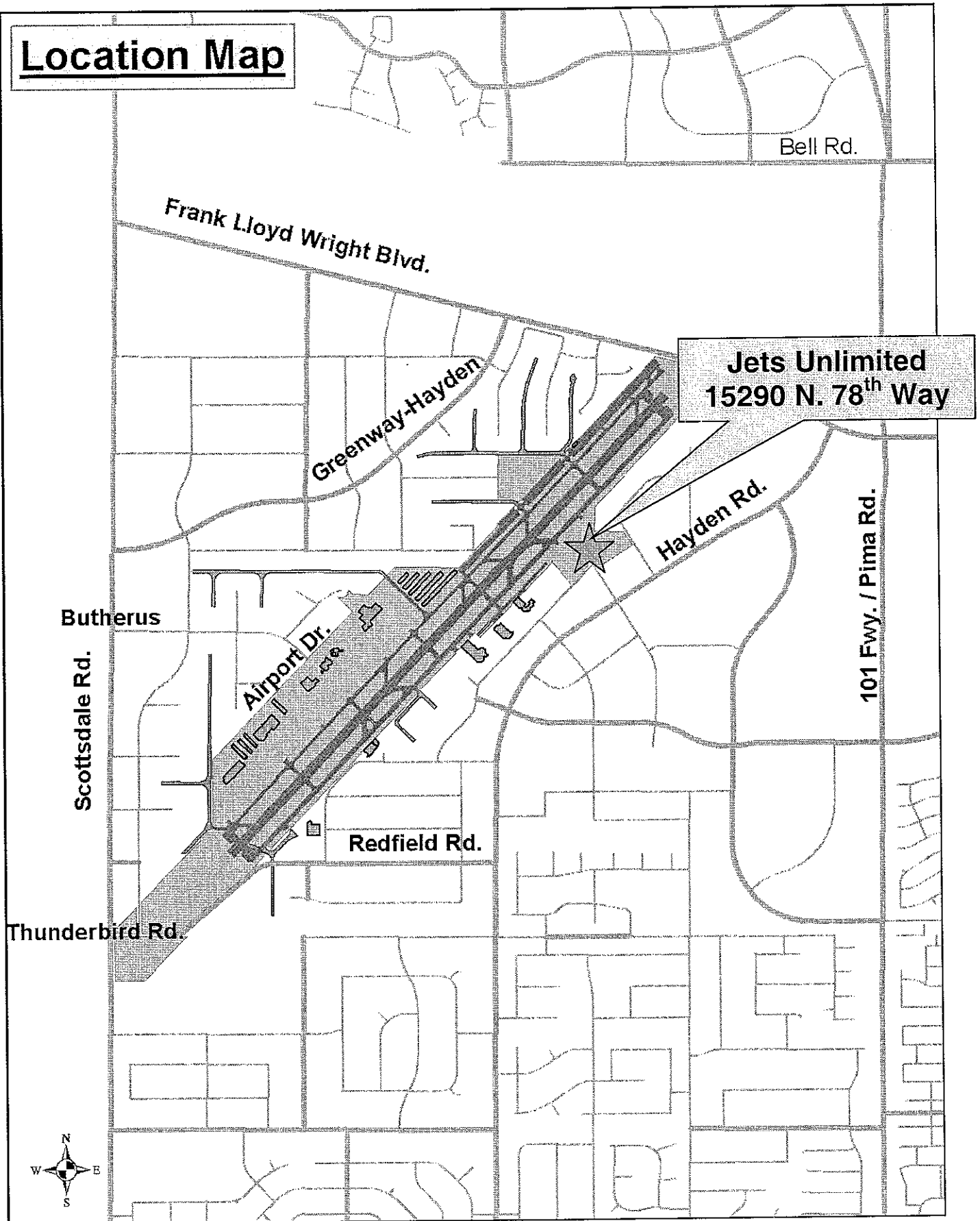

Matt Johnson

Administration Specialist

Attachment: (1) Completed Airport Aeronautical Business Permit Form

Action
Taken

Location Map





SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT

(Required to conduct commercial aeronautical activity on the airport)

Business or activity to be conducted (Check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Aircraft Charter Services | <input type="checkbox"/> Aircraft Washing Service |
| <input type="checkbox"/> Aircraft Leasing or Rental Services | <input type="checkbox"/> Hangar/Shade Leasing Services |
| <input type="checkbox"/> Aircraft Maintenance and Repair Services | <input type="checkbox"/> Flight Training Services |
| <input checked="" type="checkbox"/> Aircraft Management | <input type="checkbox"/> Fixed Base Operator |
| <input checked="" type="checkbox"/> Aircraft Sales Services | <input type="checkbox"/> On-Airport Rental Car Concession |
| <input type="checkbox"/> Aircraft Mobile Maintenance and Repair Services | <input type="checkbox"/> Off-Airport Rental Car Concession |
| <input type="checkbox"/> Specialized Aircraft Repair Services (list service) _____ | |
| <input type="checkbox"/> Specialized Commercial Flying Services (list services) _____ | |
| <input type="checkbox"/> Other _____ | |

These activities are limited to the airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.

Applicant: Jets Unlimited, LLC

Authorized Representative: Charlie Luse

Title: Chief Operating Officer

Business Address: 15290 N. 78th Way, Suite #D204

City, State, Zip: Scottsdale, AZ 85260

Billing Address: 15290 N. 78th Way, Suite #D204

City, State, Zip: Scottsdale, AZ 85260

Phone (work): 480-483-3101 (fax): 480-483-3212 (emergency): 480-239-5957

Email Address: charlie@jetsunlimited.com

The Applicant hereby requests the above action(s) from the city for the privilege of conducting commercial aeronautical activities on the airport and/or in the airport, and in consideration of this request being granted agrees to the following:

- ➔ **FEE PAYMENT:** The Applicant agrees to pay all applicable monthly fees on time by the twentieth (20) day of each month, and all required fee including late fees, interest and penalties without deduction of any kind.
- ➔ **PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to only the approved business activity listed above
- ➔ **INFORMATION CHANGES:** The Applicant shall notify the Airport Administration Office in writing within fifteen (15) days of any change to the information provided on this form.
- ➔ **INDEMNIFICATION:** The Applicant shall indemnify the city pursuant to Chapter 5 of the Scottsdale Revised Code.
- ➔ **COMPLIANCE WITH THE LAW:** The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit

Charlie Luse
Authorized Representative's Signature

7-11-05
Date signed

***** Airport Administration Use Only *****

Indicate documents provided to applicant

- | | |
|---|--|
| <input checked="" type="checkbox"/> City Code - Chapter Five | <input type="checkbox"/> Airpark Minimum Operating Standards |
| <input type="checkbox"/> Airpark Rule and Regulations | <input type="checkbox"/> Airport Wingspan Restriction Map |
| <input checked="" type="checkbox"/> Airport Rules and Regulations | <input type="checkbox"/> Receipt for Payment of Fees |
| <input checked="" type="checkbox"/> Airport Minimum Operating Standards | |

Attach copies of applicable documents

- | | |
|---|--|
| <input checked="" type="checkbox"/> Lease/License agreement | <input type="checkbox"/> FAA Certificates |
| <input type="checkbox"/> Sublease agreement | <input checked="" type="checkbox"/> Certificates of Insurance |
| <input type="checkbox"/> Airport Driver/Vehicle Permit | <input checked="" type="checkbox"/> Business/Privilege Tax License |

AIRPORT DIRECTOR'S COMMENTS

No stipulations

Approved by

Matthew Johnson
Airport Director (or designee)

8/2/05
Date signed

AIRPORT ADVISORY COMMISSION'S COMMENTS



COMMISSION INFORMATION REPORT

TO: Airport Advisory Commission

FROM: Airport Staff

SUBJECT/PROJECT NAME: Airport / Airpark
Aeronautical Business Permit Additions, Cancellations,
and Revocations

Agenda Item No.: 4

Meeting Date: 09/14/05

Staff Contact:: Matt Johnson

Phone: (480) 312-8475

INFORMATIONAL

Review of Airport and Airpark Aeronautical Business Permit Additions, Cancellations, and Revocations

PURPOSE

Per the request of the Airport Advisory Commission, a report will be provided on a monthly basis indicating additions, cancellations, and revocations of Airport and Airpark Aeronautical Business Permits.

KEY CONSIDERATIONS

- Attached is a current monthly tenant list of permittees.
- List will provide what type of aeronautical activity the business is conducting at the Airport/Airpark and contact information.
- Any additions, cancellations, and revocations will be highlighted on the tenant list
 - Green indicates a new permittee
 - Yellow indicates a cancellation
 - Red indicates a revocation

Matt Johnson
Administration Specialist

Attachment: (1) Current Permittee List

**Airport / Airpark Permittees and Major Tenants
September 2005**

BUSINESS NAME	ACTIVITY	LOCATED	PHONE	FAX
AEROCARE	AIRCRAFT WASHING	MOBILE	480-513-4350	N/A
AERO JET SERVICES	AIRCRAFT CHARTER/MGMT.	AIRPARK	480-922-7441	480-922-8297
AIR COMMERCE CENTER	OFFICE/HANGAR RENTAL	ACC	480-483-1985	480-483-1726
AIR GOURMET SCOTTSDALE	IN FLIGHT CATERING	MOBILE	480-314-4688	480-314-4699
AIRPARK PARTNERS LLC	HANGAR/SHADE LEASING	AIRPARK	480-585-7234	480-443-1726
AIR SERVICES INTERNATIONAL	HELICOPTER MTC. AND REPAIR	AIRPARK	480-948-2150	480-443-4987
AJ'S FINE FOODS	IN-FLIGHT CATERING	MOBILE	480-563-5070	490-949-2835
ALAMO/NATIONAL CAR RENTAL	CAR RENTALS	TERM	480-948-4884	480-948-7444
ALLIANCE AIRCRAFT SERVICES	A/C LEASING/RENTAL & TRNG	ABC	480-312-2765	480-614-1166
ARC AVIATION	A/C RENTAL/TRAINING/MGMT.	TERM	480-922-2723	480-922-5653
ARINC	AIRCRAFT MTC. AND REPAIR	SAC	480-607-7318	480-607-9649
ARIZONA FLIGHT WORKS	A/C LEASING/FLIGHT TRAINING	ACC	480-348-0223	480-348-0226
ARIZONA PIPER, LLC	A/C SALES SERVICES	SFBO	480-214-0440	480-214-0441
ARIZONA WING WAXERS	AIRCRAFT WASHING	MOBILE	480-354-8027	480-984-3047
AVIATION DREAM WORKS INC	A/C SALES & MANAGEMENT	AIRPARK	480-998-4571	480-998-4572
AVIS RENT A CAR SYSTEMS INC.	CAR RENTALS	AIRPARK	480-948-4993	602-273-3215
B & R INVESTMENTS	HANGAR/SHADE LEASING	ACC	480-483-1985	480-483-1726
BALSON INVESTMENTS	HANGAR/SHADE LEASING	AIRPARK	480-922-9945	480-922-0839
BANCORP SERVICES	A/C SALES, MANAGEMENT	AIRPARK	480-624-9017	480-624-9091
BARRON THOMAS	AIRCRAFT SALES	CJAC	480-951-6207	480-951-6229
BASHA'S INC./AJ'S FINE FOODS	IN FLIGHT CATERING	MOBILE	480-990-2484	480-949-2835
BATES FAMILY TRUST	HANGAR/SHADE LEASING	AIRPARK	480-443-8287	480-443-8385
BCO, LLC	HANGAR/SHADE LEASING	AIRPARK	480-922-0490	480-922-0839
BIG SKY, LLC	HANGAR/SHADE LEASING	AIRPARK	480-609-4300	480-609-4344
BLUE FIG, THE	RESTAURANT	TERM	480-948-8585	602-569-1296
BONESTEEL, JUNE	FLIGHT TRAINING	CJAC	602-569-0200	480-569-1296
BRAINWASH LLC	HANGAR/SHADE LEASING	AIRPARK	480-609-1109	480-609-1159
BRO, KENT & BETSY	HANGAR/SHADE LEASING	AIRPARK	480-948-8955	480-948-8645
BUDGET RENT A CAR	CAR RENTALS	AIRPARK	602-683-9244	602-267-9504
BUSINESS AIRCRAFT MGMT	A/C SALES, MGMT, CHARTER	AIRPORT	480-905-8659	480-905-9365
CHALPIN FAMILY ENTERPRISES	HANGAR/SHADE LEASING	AIRPARK	480-951-9000	480-951-0991
CHEYENNE CHARTER, INC.	AIRCRAFT CHARTER SERVICES	AIRPARK	480-556-1527	N/A
CRM AIRLINE TRAINING CENTER	FLIGHT TRAINING	ACC	480-948-8017	480-948-9466
CORPORATE JETS	FIXED BASE OPERATOR (FBO)	CJ	480-948-2400	480-948-3874
CORPORATE JETS AVIATION	OFFICE/HANGAR RENTAL	CJAC	480-948-2400	480-948-3874
CREATIVE AIR, LLC	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
DALLAS AIRMOTIVE	A/C TURBINE ENGINE REPAIR	AIRPARK	480-905-8788	480-905-8786
DESERT PEAK AVIATION	SPECIALIZED COM'L. FLYING	MOBILE	602-954-9264	602-954-9264
DUNCAN AVIONICS	AVIONICS REPAIR	SAC	480-922-3575	480-951-9234
E & J AVIATION	AIRCRAFT MAINTENANCE	MOBILE	602-270-5250	602-840-5598
EAGLE PRODUCE LTD.	HANGAR/SHADE LEASING	AIRPARK	480-998-1444	480-951-1392
ELSE EMOFF LIVING TRUST	HANGAR/SHADE LEASING	AIRPARK	480-991-7272	480-483-7674
ENTERPRISE RENT-A-CAR	CAR RENTAL	AIRPARK	480-315-8051	480-315-1938
EXECUTIVE AIRCRAFT MTC.	A/C MAINTENANCE	SFBO	480-991-0900	480-991-3067
EXECUTIVE FLIGHT SERVICES	A/C SALES	ACC	480-922-8681	480-951-4868
EXTREME HOLDINGS, INC.	A/C MANAGEMENT	AIRPARK	480-922-8681	480-951-4868
FAA CONTROL TOWER	CONTROL TOWER	TOWER	602-640-2600	N/A
FLIGHTWORKS MAINTENANCE	A/C MAINTENANCE & REPAIR	ACC	480-348-0223	480-348-0226
FOUNDERS CORPORATE CTR.	HANGAR/SHADE LEASING	AIRPARK	480-922-0460	480-483-8409
GEMINI AIR GROUP	AIRCRAFT MANAGEMENT SVCS	AIRPARK	480-991-5387	480-991-3373
GRAND CANYON AIRLINES	SCENIC CHARTER TOURS	TERM	480-443-1927	480-443-1947

GRAYSTAR CORPRATION	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
GREAT WESTERN AIR	AIRCRAFT CHARTER SERVICES	CJAC	480-661-9492	623-321-0355
GREENWAY HANGARS/SHADES	HANGAR/SHADE RENTAL	AIRPORT	480-990-1156	480-990-1156
HERTZ RENT-A-CAR	CAR RENTALS	TERM	480-609-6657	480-609-4318
JASON'S DELI	IN FLIGHT CATERING	MOBILE	480-443-3811	480-443-9718
JET PROS, LLC	CHARTER/BROKERAGE	MOBILE	480-444-2452	480-575-9920
JETS ONLY	AIRCRAFT MANAGEMENT SVCS	AIRPARK	602-549-4549	480-659-6051
JMC AVIATION	AIRCRAFT SALES	AIRPARK	480-315-0829	480-315-0863
JOC, INC.	HANGAR/SHADE LEASING	AIRPARK	574-232-8213	574-232-8223
JUST GREAT FOOD	IN FLIGHT CATERING	MOBILE	602-996-3152	602-996-4186
L & B MANAGEMENT	HANGAR/SHADE LEASING SVCS	AIRPARK	480-483-1985	480-483-1726
LAUCHNER, J.B.	AIRCRAFT SALES	AIRPARK	480-348-0715	480-348-0713
MOBILE INN ASSOCIATES, LP.	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
NELSON, ROBERT	HANGAR/SHADE LEASING	AIRPARK	480-991-1085	480-991-2393
PACIFIC MARINE MANAGEMENT	HANGAR/SHADE LEASING	AIRPARK	360-653-4266	360-659-4216
PACIFIC REALTY HOLDINGS LTD.	HANGAR/SHADE LEASING	AIRPARK	480-951-1212	480-951-3027
PAR DEVELOPMENT, LLC	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
PAULSEN HANGAR, LLC	HANGAR/SHADE LEASING SVCS	AIRPARK	480-991-5336	480-991-5537
PINNACLE AIR GROUP	AIRCRAFT MGMT & CHARTER	ACC	480-998-8989	480-922-6566
PINNACLE AVIATION	AIRCRAFT SALES	ACC	480-998-8989	480-922-6566
PLO PROPERTIES, LLC	HANGAR/SHADE LEASING	AIRPARK	480-948-3789	480-948-3610
PLUS 5 SPORT AERO	FLIGHT TRAINING	SFBO	602-971-3991	602-971-3896
PRAGMATIC AVIATION	HANGAR/SHADE LEASING	AIRPARK	480-515-1411	480-563-8959
QUANTUM HELICOPTERS	HELICOPTER TRAINING	AIRPARK	480-814-8118	480-814-8737
REMINGTON'S CATERING	IN FLIGHT CATERING	MOBILE	480-951-5149	480-951-5152
RUSSELL, ROBERT R. (RUSSCOR)	HANGAR/SHADE LEASING	AIRPARK	480-951-0055	480-951-2211
SABENA AIRLINE TRAINING	FLIGHT TRAINING	ACC	480-948-4515	480-443-8861
SALSMAN, CARL	AIRCRAFT SALES	ABC	480-951-6270	480-951-6272
SAWYER AVIATION TRAINING	A/C RENTAL & FLIGHT TRAINING	SFBO	480-922-5221	480-922-5341
SAWYER CHARTER SERVICE	SALES & CHARTER	TERM	480-922-2723	480-922-5653
SCOTTSDALE AIRCENTER	FIXED BASE OPERATOR (FBO)	SAC	480-951-2525	480-951-2595
SCOTTSDALE AIRPARK FUND II	HANGAR/SHADE LEASING	AIRPARK	480-609-3936	480-596-1951
SCOTTSDALE FBO	FIXED BASE OPERATOR (FBO)	SFBO	480-443-7205	480-948-3874
SCOTTSDALE FLIGHT ACADEMY	A/C LEASING/RENTAL/TRAINING	ACC	480-948-0915	480-951-4868
SCOTTSDALE FLYERS	AIRCRAFT CHARTER MGMT.	ACC	480-922-8681	480-951-4868
SCOTTSDALE HANGAR ONE	HANGAR/SHADE LEASING	AIRPARK	480-797-1522	480-659-6051
SCOTTSDALE HELICOPTERS INC	FLIGHT TRAINING	AIRPARK	480-451-0413	480-951-6287
SCOTTSDALE PILOT SHOP	PILOT SHOP	ABC	480-948-8994	480-948-8995
SIMCON TRAINING CENTER	SPECIALIZED FLIGHT TRAINING	AIRPARK	480-905-3040	480-951-2709
SKY PEAK LLC	HANGAR/SHADE LEASING	AIRPARK	480-483-8107	480-483-8172
SOMETHING SPECIAL CATERING	IN FLIGHT CATERING	MOBILE	480-595-8512	480-575-9218
SONORAN CHARTERS LLC	AIRCRAFT CHARTER	AIRPARK	480-998-4849	480-998-4628
SOUTHWEST FLIGHT CENTER	TRAINING/RENTALS, MAINT/REP	ABC/APK	480-991-2880	480-991-2968
SOUTHWEST JET AVIATION	A/C SALES, CHARTER, MGMT.	AIRPARK	480-991-7076	480-991-8511
SOUTHWEST JET CORP. CENTER	HANGAR/SHADE LEASING	AIRPARK	480-991-7076	480-991-8511
SPIRIT ROTORCRAFT, L.L.C.	A/C LEASING / FLIGHT TRAINING	ABC	602-540-7093	602-216-9478
SUNFARE, L.L.C.	IN FLIGHT CATERING	MOBILE	623-582-0588	623-587-6056
SWIFT AVIATION SERVICES	MTC/REPAIR, AVIONICS	MOBILE	602-273-3770	602-244-2076
TANGO2 AVIATION, INC.	A/C LEASING/RENTAL/TRAINING	ABC	602-708-2040	N/A
THUNDERBIRD PROPERTIES	HANGAR/SHADE LEASING	AIRPARK	480-998-7476	480-998-9390
TURBO NATIONAL	AIRCRAFT SALES	SAC	480-948-1993	480-991-2363
UNIVERSAL HELICOPTERS INC.	TRAINING, LEASING/PHOTO	CJAC	480-951-6283	480-951-6285
US AVIONICS	AVIONIC SALES/REPAIR	AIRPARK	480-948-2620	480-948-0334

US CUSTOMS	FEDERAL CUSTOMS OFFICE	ABC	480-312-8483	480-312-8485
VERIDIAN AVIATION	AIRCRAFT MANAGEMENT	ABC	480-922-1333	480-922-1326
WALLACE HOLDINGS, LLC	HANGAR/SHADE LEASING	AIRPARK	480-998-8861	480-998-0388
WARREN, JAMES	HANGAR/SHADE LEASING	AIRPARK	650-529-9591	650-529-9592
WEST COAST WASH STATION	AIRCRAFT WASHING	MOBILE	602-237-3811	N/A
WESTCOR AVIATION	CHARTER/HELO MAINTENANCE/ HANGAR/SHADE LEASING	AIRPARK	480-991-6558	480-991-7827
WEST JET AIRCRAFT, LLC	AIRCRAFT CHARTER SERVICES	SFBO	480-998-3366	480-998-3301
WINDMILL INNS OF AMERICA	HANGAR/SHADE LEASING	AIRPARK	480-443-0909	480-443-7635
15230 N. 75 TH STREET	HANGAR/SHADE LEASING	AIRPARK	602-955-3500	602-955-2828

ABC = Aviation Business Center, 15041 N. Airport Drive, Scottsdale, AZ 85260
 ACC = Air Commerce Center, 14605 N. Airport Drive, Scottsdale, AZ 85260
 AIRPARK = Various approved Airpark business locations
 CJ = Corporate Jets, Inc., 14600 N. Airport Drive, Scottsdale, AZ 85260
 CJAC = Corporate Jets Aviation Center, 14700 N. Airport Drive, Scottsdale, AZ 85260
 SAC = Scottsdale Air Center, 15290 N. 78th Way, Scottsdale, AZ 85260
 SFBO = Scottsdale FBO, 15115 N. Airport Drive, Scottsdale, AZ 85260
 TERM = Scottsdale Airport Terminal, 15000 N. Airport Drive, Scottsdale, AZ 85260
 TOWER = FAA Air Traffic Control Tower, 14960 N. 78th Way, Scottsdale, AZ 85260



COMMISSION ACTION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Consider Proposed
Airport Rule and Regulation Changes Related to Aircraft
Fueling

Agenda Item No.: 5

Meeting Date: 09/14/05

Staff Contact: Gary Mascaro

Phone: (480) 312-7612

ACTION

The Airport Advisory Commission will consider proposed changes to the Airport Rules and Regulations.

PURPOSE

Staff will present the proposed changes to Section 5-4 of the Airport Rules and Regulations related to aircraft fueling.

KEY CONSIDERATIONS

- Several inquiries have been made by the fuel providers, as well as tenants, to allow fueling underneath T-shades.
- In accordance with National Fire Protection Association standards, fueling of aircraft underneath T-shades is not prohibited.
- The Scottsdale Fire Department and the Aviation Director concur that it is not unsafe to allow such fueling at Scottsdale Airport.
- In accordance with the current rule, the Scottsdale Fire Department and the Aviation Director has authorized fueling underneath T-shades. Staff's goal is to request a modification to accurately depict the associated rule change in the Airport Rules and Regulations.
- The Airport Advisory Commission discussed and reviewed the proposed changes at the August 10, 2005 meeting.

Gary P. Mascaro, C.M., C.A.E.
Assistant Aviation Director

Attachments: 1) Proposed Airport Rules and Regulations
2) NFPA Standard 5.10.2
3) Letter from the Scottsdale Fire Department dated July 8, 2005

Action
Taken

Section 5-4. Aircraft fueling locations.

All aircraft fueling/defueling shall be performed outdoors. Aircraft being fueled/defueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than twenty-five (25) feet from any building, ~~t-shade~~ or hangar unless otherwise approved by the airport director and city fire department.

NFPA 407, Section 5 10.2 states: *"Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 8m (25 ft) to any terminal building, hangar, service building, or enclosed passenger concourse other than a loading walkway. Aircraft being fueled shall not be positioned so that the vent or tank openings are within 15m (50 ft) of any combustion and ventilation air-intake to any boiler, heater, or incinerator room."*

cc: G M



Fire Department

8401 E. Indian School Road
Scottsdale, AZ 85251

PHONE 480-312-8000
FAX 480-312-1887
WEB www.Scottsdalefd.com

Scott Gray
Scottsdale Airport
15000 N. Airport Dr.

July 8, 2005

Dear Scott,

Chief Ford and I have discussed the fueling of aircraft under the canopies at length. We also looked through the International Fire Code and NFPA standards and were unable to find anything that would prohibit you from allowing this to occur. As in all cases airport operations should maintain a watch to verify that the fueling is being done in a safe manner using established safe practices. If operations discovers that the fueling by the FBO's is not being done safely we will need to reconsider this approval.

If you have any questions please contact me at 480-312-1854.

Thank you for helping us keep Scottsdale one of the safest communities in the United States to work and live.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Lister", with a long horizontal flourish extending to the right.

Chief Michael Lister
Assistant Fire Marshal
Scottsdale Fire Department



COMMISSION ACTION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Authorization of Bid
Award No. 06PB016 to the Successful Responsive
Bidder for the Airport Terminal Improvements Project

Agenda Item No.: 6

Meeting Date: 09/14/05

Staff Contact: Chris Read

Phone: (480) 312-2674

ACTION

Airport Advisory Commission considers recommending that the City Council:
AUTHORIZE Bid Award No 06PB016 (Airport Terminal Improvements) to Rampart General, LLC, the successful responsive bidder, in the amount of \$346,305.23.

PURPOSE

Airport Terminal improvements that will provide for an additional 1,200 square feet of office space on the 2nd floor of the terminal building. This will provide additional office space to for existing administrative staff and will allow the Operations staff to relocate from the 1st floor location upstairs with the rest of the Aviation staff.

BIDDERS

BASE BID

Rampart General, LLC	\$346,305.23
Howard S. Wright Construction	\$358,769.00
JMW Construction	\$384,378.08
Femcon, Inc	\$394,000.00
RDB Development	\$460,538.00
Ardavin Builders	\$499,900.00
Niche Contractors, Inc	\$625,000.00

The successful responsive bidder meets the requirements set forth in the specifications and contract documents.

The Purchasing Director has concurred with the identification of the successful responsive bidder, and confirms that the procurement procedures provided by City Code and requirements set forth in the specifications and contract documents were followed.

KEY CONSIDERATIONS

- This project was budgeted for and approved by the Airport Advisory Commission and the City Council during the fiscal 05/06 budget process.
- The project will be funded using Airport Enterprise funds only. No grants are associated with this project.
- Current staffing levels and available office space forces one administrative employee to work in the copy room.
- The project will result in one large office on the 1st floor of the terminal to become available to rent to the public resulting in approximately \$18,000 in additional revenue to the Airport Enterprise fund.
- The project is anticipated to begin in early November and should be completed by the end of March.

Chris Read
Assistant Aviation Director



COMMISSION ACTION REPORT
TO: Airport Advisory Commission

FROM: Airport Staff

SUBJECT/PROJECT NAME: Recommend renewal of the Airport Engineering Services Contract no. 2003-161-COS to Gilbertson Associates, Inc.

Agenda Item No.: 7

Meeting Date: 09/14/05

Staff Contact: Chris Read

Phone: (480) 312-2674

ACTION

Airport Advisory Commission considers recommending to the City Council:

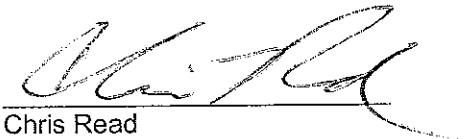
AUTHORIZE a final one-year extension of Contract No. #2003-161-COS (Airport Engineering Services Contract) with Gilbertson Associates, Inc.

PURPOSE

This contract will continue to provide for professional airport engineering/consulting services for a full range of aviation needs at Scottsdale Airport, including but not limited to, airport master planning, environmental analysis, engineering, airport noise control, land use compatibility, conceptual layouts, facility design, activity forecasting, financial planning, program management, airport community relations programs, grant administration, special feasibility management and operations evaluations as necessary. The original term of the contract is one (1) year with two (1) one year options. The City reserves the option to extend the contract for a period of two (2) additional one (1) year periods, upon the recommendation of the Contract Administrator, Purchasing Director and the City Council. This extension, if approved will be the final extension.

KEY CONSIDERATIONS

- The City initiated this contract in 2003 for the purpose of providing professional airport engineering services for a full range of aviation needs at Scottsdale Airport.
- Gilbertson Associates, Inc. has performed and carried out all work as requested by the Airport management during the first year of this contract in a satisfactory manner
- Gilbertson Associates, Inc. has expressed its willingness to extend this contract at the same terms, conditions and pricing as stated in the originally executed contract.
- FAA and/or ADOT grants fund the majority of projects conducted under this contract
- The Aviation Division budgets \$10,000 each year for non-grant related general services projects.
- Last year, Gilbertson Associates, Inc. was paid approximately \$450,000 for airport related projects. Approximately \$100,000 of that total amount was aviation enterprise funding.



Chris Read
Assistant Aviation Director

Attachment(s): (1) Contract No. 2003-161-COS

Action
Taken



GILBERTSON
ASSOCIATES
inc.

September 1, 2005

Mr. Scott T. Gray, Aviation Director
SCOTTSDALE AIRPORT
15000 North Airport Drive, Suite 200
Scottsdale, AZ 85260

Re: Contract #2003-161-COS

Dear Mr. Gray:

With respect to referenced contract *Gilbertson Associates, Inc.* requests that referenced contract be extended for a one year period and at the same terms & conditions and pricing stated in the November 4, 2003 document.

We look forward to working with you and your staff on the continued development of Scottsdale Airport.

If you have any questions or require additional information, please contact me.

Respectfully yours,

David A. Gilbertson, P E ,
President
GILBERTSON ASSOCIATES, INC

DAG: mrg

J:\Admin\326\Ltr Scott Gray re Contract 2003-161-COS (9-1-05) doc

consulting civil engineers & land surveyors

8502 East Princess Drive Suite 100 Scottsdale, Arizona 85255-5465 Tel:\480\607\2244 Fax:\480\607\2299

**CITY OF SCOTTSDALE
AIRPORT ENGINEERING SERVICES CONTRACT**

THIS CONTRACT, made and entered into this ^{4th} 3rd day of November, 2003, by and between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Gilbertson Associates, Inc., a Corporation of the State of Arizona, hereinafter referred to as "Engineer".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, the City desires to contract for the purpose of providing professional airport engineering services for a full range of aviation needs at Scottsdale Airport, including but not necessarily limited to, airport master planning, environmental analysis, engineering, airport noise control, land use compatibility, conceptual layouts, facility design, activity forecasting, financial planning, program management, airport/community relations programs, grant administration and special feasibility management and operations evaluations as may be necessary; and

WHEREAS, the Engineer is qualified to render the services desired by the City;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

The Engineer shall act under the authority and approval of the Contract Administrator to provide the Engineering Services required by this Contract.

The Engineer shall do, perform and carry out in a satisfactory and proper manner, as determined by the City, the services generally outlined below and specifically indicated in future Authorization of Services attached and agreed upon by the City.

The Engineer may utilize the services of the Independent Contractors, Consultants and Subcontractors, when such services are warranted and previously agreed upon in writing by the City.

1.1 GENERAL SERVICES

The Engineer shall render services as the City's professional Airport Engineer, giving consultation and advise as needed. The Engineer shall provide general project administration, fiscal planning and management services, including but not limited to, consultation regarding priority determination, funding sources and scheduling of work for the design and construction of airport development and maintenance projects.

1.2 AIRPORT ENGINEERING SERVICES

The Engineer shall assist the City in determining the extent of engineering projects and shall perform the phases of preliminary design, final design, participate with the City's Purchasing Department with the bidding process or negotiation and construction supervision. Specific engineering services will be included under Scope of Services in an attached Authorization of Services. One or more separate Authorization of Services will be prepared for each engineering project and when signed by the parties, becomes a part of this Contract. Each Authorization of Services shall set forth, in addition to the specific services to be performed in connection with that project, the time limits within which such services are to be performed, and compensation to be paid the Engineer for its services, and any and other special conditions or provisions which apply to the subject project and are not addressed elsewhere in this Contract. The Engineer may elect not to perform any services before execution of an Authorization of Services.

1.3 PLANNING AND/OR FEASIBILITY STUDIES

For all services not covered under the above general services or Airport engineering services, separate Authorization of Services will be prepared as required. Each Authorization of Services for planning and/or feasibility studies shall set forth the specific services to be performed, the time limits within which such services are to be performed, the compensation to be paid the Engineer for its services, and any other special conditions or provisions which apply to the particular study and are not addressed elsewhere in this Contract. The Engineer may elect not to perform any services before execution of such an Authorization of Services.

1.4 AUTHORIZATION OF SERVICES

Prior to initiating any work requested under Section 1.2 Airport Engineering Services or Section 1.3 Planning and/or Feasibility Studies, the Engineer and City must execute an Authorization of Services as specified within each of these sections. The Contract Administrator, along with the appropriate City staff, shall approve all Authorization of Services.

1.5 RESPONSIBILITY OF THE ENGINEER

The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all services provided by the Engineer under this Contract. The time spent for each task shall be recorded and submitted to the contract Administrator. The Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such material available at all reasonable times during the contract period.

1.6 RESPONSIBILITY OF THE CITY

The City shall cooperate with the Engineer by making a diligent effort to provide available items reasonably necessary for the Engineer to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to the public and private lands;

legal, accounting, and insurance information required for various projects; and necessary permits and approval of governmental authorities or other individuals.

2.0 FEES AND PAYMENTS

2.1 COMPENSATION

All compensation for services rendered by the Engineer and/or its Subcontractors shall be based upon criteria established below which relate to the type of services provided and must be billed through the primary Engineer.

2.1.1 General Services

Compensation for general services authorized by the City shall be based upon actual hours and expenses incurred by the Engineer. The Engineer and any of its Subcontractors must provide certified hourly rate schedules which will be approved by and placed on file with the City. Such hourly rate schedules will establish a certified billing rate for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Engineer. Eligible expenses shall be reimbursed by the City based upon submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and generally approved by the City beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the City. The Engineer may submit revised hourly rate schedules for approval no later than 60 days prior to the expiration of each one year contract period. Any revised hourly rate must be approved in writing by the Contract Administrator and Purchasing Director at the time of any contract extension.

2.1.2 Price Escalation

Price increases may only be requested by the Engineer, thirty (30) days prior to the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least one year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Engineer and the Contract Administrator, however, the Contract Administrator shall evaluate the Engineer's performance, services, and records documentation to determine the appropriateness of the increase requested.

The percentage increase in unit pricing may not exceed the percent increase in the United States "Consumer Price Index" for All Urban consumers (C.P.I.-U.) U.S. City

Average for the Percent Change from the Year Ago as published by the U.S Department of Labor, Bureau of Labor Statistics (Index Base Period 1982-84 = 100).

2.1.3 Engineering/Planning/Feasibility Services

Compensation for all services other than General Services shall be made as specified in the Authorization of Services.

2.2 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contract Administrator. The Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Engineer on the basis of a progress report prepared and submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator shall prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total contract price shall be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

All charges must be approved by the Contract Administrator prior to payment.

All billing will be to the Aviation Director, Scottsdale Airport, 15000 North Airport Drive, Scottsdale, AZ 85260

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be the Aviation Director, or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer shall submit all reports and special requests through the Contract Administrator.

3.2 TERM OF CONTRACT

The general services of the Engineer shall be available on a continuous basis for a period of one (1) year commencing as of the effective date of this Contract. Specific services outlined in all subsequent Authorizations of Services shall be undertaken and completed in the sequence and time frame specified in each Authorization of Services. It is understood that specific services, begun during the time of performance as outlined above, may require the services of the Engineer beyond the termination date of this

contract, in which case, the provisions of this Contract will remain in effect for the completion of that specific service.

The City reserves the option to extend this Contract, for a maximum of two (2) more one-year periods, upon the recommendation of the Contract Administrator and Purchasing Director and concurrence of the City Council.

This Contract shall be in full force and effect when all signatures have been affixed hereon and it has been approved by the City Council of the City of Scottsdale, Arizona, and signed by its Mayor as attested by the City Clerk thereof. Any Authorization of Service shall not be considered modifications of this Contract and shall be effective upon their execution by the Contract Administrator or designee.

In the event that the tasks remain incomplete after specified time period, continuation of this Contract shall be subject to written approval of the Contract Administrator.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of the project for which services have not been performed by the Engineer.

3.3.1 Termination for Convenience

The City reserves the right to terminate this Contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, the Engineer shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Engineer shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Engineer and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. The Engineer shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by the Engineer's suppliers or Subcontractors, which Engineer could reasonably have avoided.

3.3.2 Termination for Cause

The City may also terminate this Contract or any part hereof with seven (7) days notice for cause in the event of any default by the Engineer, or if the Engineer fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide the City, upon request, with adequate assurances of future performance shall all be causes allowing the City to terminate this Contract for cause. In the event of termination for cause, the City shall not be liable to the Engineer for any amount, and the Engineer shall be liable to the City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event the Engineer is in violation of any federal, state, county or city law, regulation or ordinance, the City may terminate this Contract immediately upon giving notice to the Engineer.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Engineer in writing, and immediately upon receiving such notice, the Engineer shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Engineer shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data shall be the City's sole responsibility.

The Engineer shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Engineer shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least thirty (30) days prior to the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of such period.

3.5 AUDIT

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Engineer's records and personnel pursuant to the provisions of this article throughout the term of this Contract and for a period of three years after last or final payment.

The Engineer shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements

hereof in a written contract agreement between the Engineer and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Engineer to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Engineer. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Engineer's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to the Engineer.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the City as to subsequent use of the plans or ideas incorporated therein, for the preparation of final construction plans. The City does agree to release the Engineer from any liability related to the preparation of final construction plans by others.

3.7 COMPLETENESS AND ACCURACY

The Engineer shall be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the consulting errors shall be chargeable to the Engineer. Additional construction added to the project shall not be considered the responsibility of the Engineer unless the need for same was created by any error, omission, or negligent act of the Engineer. The fact that the City has accepted or approved the Engineer's work shall in no way relieve the Engineer of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Engineer, its successors and assigns, including any individual, company, partnership, or other entity with or into which

the Engineer shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Engineer shall sell its assets

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator.

3.11 SUBCONTRACTORS

During the performance of this Contract, the Engineer may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Contract Administrator.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Engineer.

3.12 CONTRACT CHANGE ORDERS

The City may, at any time as the need arises, order changes within the scope of work without invalidating this Contract. The City, may also at any time, by issuing a written Change Order from the Contract Administrator, make changes in the details of the work not affecting price. The Engineer shall proceed with the performance of any changes in the work so requested unless the Engineer believes that such written request entitles him to a change in price, in which event the Engineer shall give the City written notice thereof within five (5) days after the receipt of the Contract Administrator's written Change Request. The Engineer shall not execute such changes pending resolution as to the applicability of a formal Change Order as described below. If the Engineer performs work authorized under a written Change Order and subsequently claims a price change, the City shall not be obligated to the price. The Engineer may initiate changes in the work by completing a Change Order and submitting it to the Contract Administrator. Any Change Order submitted by the Engineer shall be submitted within five (5) days of identifying the subject of the request. The City's Contract Administrator and the Engineer's Project Manager will assess the need to include the change in the Scope of Work as described herein. If the change is approved and does not affect price, the Change Request will be processed as outlined in the paragraph above. Change Orders determined to require additional monies will not be included in the project unless the City approves an increase in price. Contract Change Orders are subject to the Rules and Procedures within the City Procurement Code.

3.13 CONTRACT MODIFICATIONS

A Contract Modification alters the terms and conditions of the Contract and must be signed by all the parties signing the original Contract.

3.14 CONFLICT OF INTEREST

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the

Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or an engineer to any other party to the Contract with respect to the subject matter of the Contract.

The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Engineer's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Engineer shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 EVALUATION OF ENGINEER'S PERFORMANCE

The Engineer will be evaluated regarding its performance of this Contract. This evaluation shall include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.23 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Engineer: Gilbertson Associates, Inc.
8502 E. Princess Drive, Suite 100
Scottsdale, AZ 85255-5465

On behalf of the City: Scottsdale Airport
Attn: Aviation Director
15000 N. Airport Drive, 2nd Floor
Scottsdale, AZ 85260

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.24 INDEPENDENT CONTRACTOR

The services the Engineer provides under the terms of this Contract to the City are that of an Independent Engineer, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

The City shall not withhold income tax as a deduction from contractual payments. As a result of this, the Engineer may be subject to I.R.S. provisions for payment of estimated income tax. The Engineer is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.25 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.26 INDEMNIFICATION

To the fullest extent permitted by law, the Engineer, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by the Engineer relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Engineer's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

This solicitation/contract contains two samples of Certificate of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale. The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1.1 General

Engineer agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Engineer, the Engineer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at the City of Scottsdale's option.

4.1.2 No Representation of Coverage Adequacy

By requiring insurance herein, the City of Scottsdale does not represent that coverage and limits will be adequate to protect the Engineer. The City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve the Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

4.1.3 Coverage Term

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract is satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

4.1.4 Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.1.5 Policy Deductibles and or Self Insured Retentions

The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to the City of Scottsdale. The Engineer shall be solely responsible for any such deductible or self insured retention amount. The City of Scottsdale, at its option, may require the Engineer to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.6 Use of Subcontractors

If any work under this agreement is subcontracted in any way, the Engineer shall execute written agreement with the Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the City of Scottsdale

and Engineer. The Engineer shall be responsible for executing the agreement with the Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.7 Evidence of Insurance

Prior to commencing any work or services under this Contract, the Engineer shall furnish the City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by the Engineer's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it shall be the Engineer's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

- a) The City of Scottsdale, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:
 - 1) Commercial General Liability
 - 2) Auto Liability
 - 3) Excess Liability
- b) The Engineer's insurance shall be primary insurance as respects performance of subject contract.
- c) All policies, except Professional Liability if applicable, waive rights of recovery (subrogation) against the City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Engineer under this Contract.
- d) Certificate shall cite a 30 day advance notice cancellation provision. If ACORD Certificate of Insurance form used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.2 REQUIRED COVERAGE

4.2.1 Commercial General Liability

The Engineer shall maintain "occurrence" form Commercial General Liability insurance a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and

Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance

4.2.2 Professional Liability

If this Contract is the subject of any professional services or work, or if the Engineer engages in any professional services or work adjunct or residual to performing the work under this Contract, the Engineer shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Engineer, or anyone employed by the Engineer, or anyone for whose acts, mistakes, errors and omissions the Engineer is legally liable, with a liability insurance limit of \$3,000,000 each claim and \$3,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and the Engineer shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability

The Engineer shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.2.4 Worker's Compensation Insurance

The Engineer shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Engineer's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident; \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of the Engineer's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

- 5.1.1** The Engineer shall furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

- a) The Engineer becomes insolvent; or
- b) The Engineer ceases to conduct business; or
- c) The Engineer makes a general assignment for the benefit of creditors; or
- d) A petition is filed in Bankruptcy by or against the Engineer.

5.1.2 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.3 The City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in 5.1.2 immediately above.

5.2 PROPRIETARY PROTECTION

5.2.1 The City acknowledges that to the extent the Engineer advises the City that the Software is confidential information or is a trade secret property of the Engineer, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 The Engineer shall not use or disclose any knowledge, data or proprietary information relating to City obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if the Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Engineer shall reimburse to the City the full cost of the City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

The Engineer warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against the City asserting or involving such an allegation, the Engineer will defend, at the Engineer's expense, and will indemnify the City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in the Engineer's opinion the Software is likely to become the subject of such a claim of infringement, the Engineer will, at its

option and its expense: (i) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

The Engineer shall sublicense to the City any and all third party Software required in the execution of this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it shall be the Engineer's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 ASSURANCES

7.1 COMPLIANCE WITH REGULATIONS

The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of the Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference as a part of this contract.

The Engineer shall comply with Arizona Executive Order 75-5, dated April 28, 1975, relating to equal opportunity.

7.2 NONDISCRIMINATION

The Engineer, with regard to this work performed during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the

discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

7.3 SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin. The Engineer agrees that any Subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by this Agreement be subject to prior written approval of the City.

7.4 SANCTIONS FOR NONCOMPLIANCE

In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to the Engineer under the contract until the Engineer complies and/or
- b) Cancellation, termination, or suspension of the contract, in whole or in part.

7.5 INFORMATION AND REPORTS

The Engineer shall provide all information and reports required by the nondiscrimination regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Federal Aviation Administration (FAA), or the Arizona Department of Transportation (ADOT), to be pertinent to ascertain compliance with such Regulations, orders, and instruction. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City, the FAA, or ADOT as appropriate, and shall set forth what efforts it has made to obtain the information.

7.6 INCORPORATION OF PROVISIONS

The Engineer shall include the provisions of the above assurances in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City, the FAA, or ADOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Engineer may request the City to enter into such litigation to protect the interest of the City and, in addition, the consultant may request the United States and the State of Arizona to enter into such litigation to protect the interests of the United States and the State of Arizona.

7.7 BREACH OF CONTRACT TERMS

Any violation or breach of the terms of this Contract on the part of the Engineer or Subcontractor may result in the suspension or termination of this Contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

7.8 SUSPENSION AND DEBARMENT

The Engineer certifies, by submission of this proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitation, proposals, contracts, and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

7.9 GENERAL CIVIL RIGHTS PROVISIONS

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, nation origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Engineer or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer or the following periods; a) the period during which the property is used by the City or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits, or b) the period during which the City or any transferee retains ownership or possession of the property. In the case of the Subcontractor, this provision binds the Engineer from the bid solicitation period through the completion of the Contract.

7.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds, if any, under this Contract.

7.11 ELIMINATION OF RECORDS

The Engineer agrees that duly authorized representative of the City, the FAA, ADOT, and if necessary, the Comptroller General of the United States shall, until the expiration of five (5) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Engineer involving transactions related to this Contract.

7 12 ASSURANCE REGARDING CITIZENS OR NATIONALS OF A FOREIGN COUNTRY

The Engineer or Subcontractor, by submission of an offer and/or execution of this contract, certifies that it:

- a) Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR):
- b) Has not knowingly entered into any contract or subcontract for this contract with a Contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list
- c) Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 40 CFR 30.17, no contract shall be awarded to a Engineer or Subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the City, cancellation of the contract at no cost to the government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely upon the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the City if the Engineer learns that its certification, or that of a Subcontractor, was erroneous when submitted or has become erroneous by reason of changed circumstances. The Subcontractor agrees to provide immediate written notice to the Engineer, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or Subcontractor rendered an erroneous certification, the Federal Aviation Administrator may direct, through the City, cancellation of the contract or subcontract for default at no cost to the government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdictions of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may

render the maker subject to prosecution under Title 18, United States Code, Section 1001.

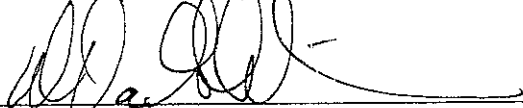
IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 3rd day of November, 2003.

CITY OF SCOTTSDALE

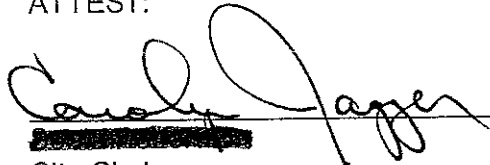

Mary Manross, Mayor


ENGINEER:

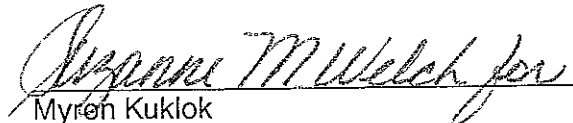
Gilbertson Associates, Inc.

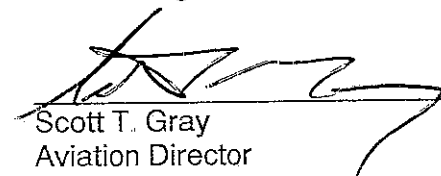

David A. Gilbertson
President

ATTEST:

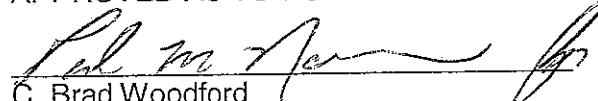

City Clerk


Monroe C. Warren
Purchasing Director


Myron Kuklok
Risk Management Director


Scott T. Gray
Aviation Director

APPROVED AS TO FORM:


C. Brad Woodford
City Attorney

**COMMISSION INFORMATION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Aircraft Noise Complaint
Collection System Overview**Agenda Item No.:** 8**Meeting Date:** 09/14/05**Staff Contact:** Jennifer M. Lewis**Phone:** (480) 312-7609**INFORMATIONAL**

At the request of Vice Chairman, Bill Mack, staff will provide an overview of the Scottsdale Airport Aircraft Noise Complaint Collection System.

PURPOSE

This presentation will provide the Airport Advisory Commission with detailed information that describes how the Scottsdale Airport noise complaint system works. It will discuss the methods available to citizens for submitting noise complaints, how the Airport staff processes these complaints, and finally, it will discuss some of the statistical data associated with the noise complaint system.

Jennifer M. Lewis
Aviation Planner



COMMISSION INFORMATION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Airport Operations
Enforcement Update for August 2005

Agenda Item No : 9

Meeting Date: 09/14/05

Staff Contact: Gary Mascaro

Phone: (480) 312-7612

INFORMATIONAL

Airport Operations Enforcement Update for Scottsdale Airport.

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission more informed of the day-to-day activities taking place at the City's airport.

OPERATIONAL UPDATE

Total Operations for August 2005 = 18,043

ALERTS

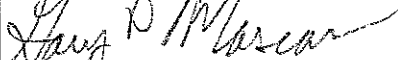
Date and Time	Type	Description
August 1 st / 06:25 (L)	Alert 1	Piper Archer, Alternator failure
August 5 th / 09:50 (L)	Alert 1	Piper Archer, Smoke in the cockpit
August 12 th / 09:50 (L)	Alert 2	Cessna 421, Lost trim control
August 21 st / 08:17 (L)	Alert 1	Piper Arrow, Gear down indication light malfunction
August 26 th / 12:27 (L)	Alert 2	Piper Archer, Unsafe Gear indication

INCIDENTS

Date and Time	Description
August 3 rd / 06:30 (L)	Nord, Aircraft damage from wind storm at City Shades
August 5 th / 15:10 (L)	Lear 36A, Fuel spill at CJ apron
August 5 th / 10:50 (L)	Large tree limb fell on National Car Rental employee & vehicle in ABC parking lot
August 12 th / 19:00 (L)	Pedestrian deviation across the runway, SPD responded
August 13 th / 08:15 (L)	Perimeter fence damage from vehicle on Northeast side of the airport
August 13 th / 13:10 (L)	Maule/Taildragger Left runway between Bravo 3 and Bravo 5 on landing
August 16 th / 19:15 (L)	Oil rags left on Delta ramp not properly disposed of from Sabena
August 20 th / 16:50 (L)	King Air, Fuel spill at CJ apron
August 27 th / 08:25 (L)	Piper PA-28, Cracked windshield at Tango apron
August 31 st / 17:00 (L)	Piper Arrow, Disabled aircraft at the hold short line of Alpha 16

ENFORCEMENT

Notice of Violations (NOV) = 15
Revocation Hearings = 1
Denial Hearings = 1
Citations / Complaints = 0



Gary P. Mascaro, C M , C A E.
Assistant Aviation Director



COMMISSION ACTION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Review/Modify Airport
Advisory Committee Meeting Schedule

Agenda Item No.: 10

Meeting Date: 09/14/05

Staff Contact: Scott Gray

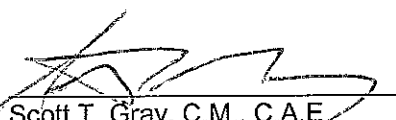
Phone: (480) 312-7735

ACTION

Review Airport Advisory Commission Meeting Schedules for 2005.

PURPOSE

Pursuant to By-Laws Laws of the Scottsdale Airport Advisory Commission, Section II – paragraph 202 – Regular Meetings shall be held on the second Wednesday of each month immediately following the study session, unless otherwise scheduled by majority vote of its members. In the event the Commission desires not to hold the preceding study session, the regular meeting shall begin at 6:00 p.m., unless otherwise scheduled by majority vote of its members.



Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachment: (1) Airport Advisory Commission Schedule of Meetings - 2005

Action
Taken

SCOTTSDALE AIRPORT ADVISORY COMMISSION

SCHEDULE OF MEETINGS 2005

JANUARY	12	
FEBRUARY	9	CANCELLED
MARCH	9	CANCELLED
MARCH	16	Joint Meeting with City Council Subcommittee on Regional Aviation Issues
APRIL	13	
APRIL	27	Commission Subcommittee on Signage
MAY	11	
JUNE	7	Commission Subcommittee on Signage
JUNE	8	Joint Meeting with City Council Subcommittee on Regional Aviation Issues
JUNE	29	Special Meeting
JULY	13	CANCELLED
AUGUST	10	
SEPTEMBER	14	Joint Meeting with City Council Subcommittee on Regional Aviation Issues
OCTOBER	12	
NOVEMBER	9	
DECEMBER	14	